

EXHIBIT A

SUMMONS (CITACION JUDICIAL)

NOTICE TO DEFENDANT: COSTCO WHOLESALE CORPORATION, a business entity
(AVISO AL DEMANDADO): and DOES 1-20
 Inclusive

YOU ARE BEING SUED BY PLAINTIFF: VIRGINIA PEERA, an individual
(LO ESTÁ DEMANDANDO EL DEMANDANTE):

FOR COURT USE ONLY
 (SOLO PARA USO DE LA CORTE)

FILED
 5/3/2022 1:00 PM
 Clerk of Court
 Superior Court of CA,
 County of Santa Clara
 22CV398102
 Reviewed By: N. Christopherson
 Envelope: 8895208

NOTICE! You have been sued. The court may decide against you without your being heard unless you respond within 30 days. Read the information below.

You have 30 CALENDAR DAYS after this summons and legal papers are served on you to file a written response at this court and have a copy served on the plaintiff. A letter or phone call will not protect you. Your written response must be in proper legal form if you want the court to hear your case. There may be a court form that you can use for your response. You can find these court forms and more information at the California Courts Online Self-Help Center (www.courtinfo.ca.gov/selfhelp), your county law library, or the courthouse nearest you. If you cannot pay the filing fee, ask the court clerk for a fee waiver form. If you do not file your response on time, you may lose the case by default, and your wages, money, and property may be taken without further warning from the court.

There are other legal requirements. You may want to call an attorney right away. If you do not know an attorney, you may want to call an attorney referral service. If you cannot afford an attorney, you may be eligible for free legal services from a nonprofit legal services program. You can locate these nonprofit groups at the California Legal Services Web site (www.lawhelpcalifornia.org), the California Courts Online Self-Help Center (www.courtinfo.ca.gov/selfhelp), or by contacting your local court or county bar association. **NOTE:** The court has a statutory lien for waived fees and costs on any settlement or arbitration award of \$10,000 or more in a civil case. The court's lien must be paid before the court will dismiss the case. **¡AVISO!** Lo han demandado. Si no responde dentro de 30 días, la corte puede decidir en su contra sin escuchar su versión. Lea la información a continuación.

Tiene 30 DÍAS DE CALENDARIO después de que le entreguen esta citación y papeles legales para presentar una respuesta por escrito en esta corte y hacer que se entregue una copia al demandante. Una carta o una llamada telefónica no lo protegen. Su respuesta por escrito tiene que estar en formato legal correcto si desea que procesen su caso en la corte. Es posible que haya un formulario que usted pueda usar para su respuesta. Puede encontrar estos formularios de la corte y más información en el Centro de Ayuda de las Cortes de California (www.sucorte.ca.gov), en la biblioteca de leyes de su condado o en la corte que le quede más cerca. Si no puede pagar la cuota de presentación, pida al secretario de la corte que le dé un formulario de exención de pago de cuotas. Si no presenta su respuesta a tiempo, puede perder el caso por incumplimiento y la corte le podrá quitar su sueldo, dinero y bienes sin más advertencia.

Hay otros requisitos legales. Es recomendable que llame a un abogado inmediatamente. Si no conoce a un abogado, puede llamar a un servicio de remisión a abogados. Si no puede pagar a un abogado, es posible que cumpla con los requisitos para obtener servicios legales gratuitos de un programa de servicios legales sin fines de lucro. Puede encontrar estos grupos sin fines de lucro en el sitio web de California Legal Services, (www.lawhelpcalifornia.org), en el Centro de Ayuda de las Cortes de California, (www.sucorte.ca.gov) o poniéndose en contacto con la corte o el colegio de abogados locales. **AVISO:** Por ley, la corte tiene derecho a reclamar las cuotas y los costos exentos por imponer un gravamen sobre cualquier recuperación de \$10,000 ó más de valor recibida mediante un acuerdo o una concesión de arbitraje en un caso de derecho civil. Tiene que pagar el gravamen de la corte antes de que la corte pueda desechar el caso.

The name and address of the court is:
 (El nombre y dirección de la corte es):
 Superior Court of California, County of Santa Clara
 191 N. First Street
 San Jose, CA 95113

CASE NUMBER:
 (Número del Caso):
 22CV398102

The name, address, and telephone number of plaintiff's attorney, or plaintiff without an attorney, is: Jordan D. Johnson
 (El nombre, la dirección y el número de teléfono del abogado del demandante, o del demandante que no tiene abogado, es):
 Harris Personal Injury Lawyers; 55 S. Market Street, Suite 1010, San Jose, CA 95113
 408-512-3600

DATE: 5/3/2022 1:00 PM Clerk of Court N. Christopherson, Deputy
 (Fecha) Clerk, by (Secretario) (Adjunto)

(For proof of service of this summons, use Proof of Service of Summons (form POS-010).)
 (Para prueba de entrega de esta citación use el formulario Proof of Service of Summons, (POS-010)).



NOTICE TO THE PERSON SERVED: You are served

1. ☐ as an individual defendant.
2. ☐ as the person sued under the fictitious name of (specify):
3. ☒ on behalf of (specify): Costco Wholesale Corporation, a business entity
 under: ☒ CCP 416.10 (corporation) ☐ CCP 416.60 (minor)
☐ CCP 416.20 (defunct corporation) ☐ CCP 416.70 (conservatee)
☐ CCP 416.40 (association or partnership) ☐ CCP 416.90 (authorized person)
☐ other (specify):
4. ☐ by personal delivery on (date):

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar number, and address): Jordan D. Johnson, SBN 311258 Harris Personal Injury Lawyers 55 S. Market Street, Suite 1010 San Jose, CA 95113 TELEPHONE NO.: 408-512-3600 FAX NO.: 408-320-0092 ATTORNEY FOR (Name): Virginia Peera, Plaintiff		FOR COURT USE ONLY Electronically Filed by Superior Court of CA, County of Santa Clara, on 5/3/2022 1:00 PM Reviewed By: N. Christopherson Case #22CV398102 Envelope: 8895208	
SUPERIOR COURT OF CALIFORNIA, COUNTY OF Santa Clara STREET ADDRESS: 191 N. First Street MAILING ADDRESS: 191 N. First Street CITY AND ZIP CODE: San Jose, CA 95113 BRANCH NAME: Unlimited Civil			
CASE NAME: Peera v. Costco Wholesale Corporation et al.			
CIVIL CASE COVER SHEET <input checked="" type="checkbox"/> Unlimited (Amount demanded exceeds \$25,000)		<input type="checkbox"/> Limited (Amount demanded is \$25,000 or less)	
<input type="checkbox"/> Counter		<input type="checkbox"/> Joinder	
Filed with first appearance by defendant (Cal. Rules of Court, rule 3.402)		CASE NUMBER: 22CV398102 JUDGE: DEPT:	

Items 1–6 below must be completed (see instructions on page 2).

1. Check one box below for the case type that best describes this case:

Auto Tort <input type="checkbox"/> Auto (22) <input type="checkbox"/> Uninsured motorist (46) Other PI/PD/WD (Personal Injury/Property Damage/Wrongful Death) Tort <input type="checkbox"/> Asbestos (04) <input type="checkbox"/> Product liability (24) <input type="checkbox"/> Medical malpractice (45) <input checked="" type="checkbox"/> Other PI/PD/WD (23) Non-PI/PD/WD (Other) Tort <input type="checkbox"/> Business tort/unfair business practice (07) <input type="checkbox"/> Civil rights (08) <input type="checkbox"/> Defamation (13) <input type="checkbox"/> Fraud (16) <input type="checkbox"/> Intellectual property (19) <input type="checkbox"/> Professional negligence (25) <input type="checkbox"/> Other non-PI/PD/WD tort (35) Employment <input type="checkbox"/> Wrongful termination (36) <input type="checkbox"/> Other employment (15)	Contract <input type="checkbox"/> Breach of contract/warranty (06) <input type="checkbox"/> Rule 3.740 collections (09) <input type="checkbox"/> Other collections (09) <input type="checkbox"/> Insurance coverage (18) <input type="checkbox"/> Other contract (37) Real Property <input type="checkbox"/> Eminent domain/Inverse condemnation (14) <input type="checkbox"/> Wrongful eviction (33) <input type="checkbox"/> Other real property (26) Unlawful Detainer <input type="checkbox"/> Commercial (31) <input type="checkbox"/> Residential (32) <input type="checkbox"/> Drugs (38) Judicial Review <input type="checkbox"/> Asset forfeiture (05) <input type="checkbox"/> Petition re: arbitration award (11) <input type="checkbox"/> Writ of mandate (02) <input type="checkbox"/> Other judicial review (39)	Provisionally Complex Civil Litigation (Cal. Rules of Court, rules 3.400–3.403) <input type="checkbox"/> Antitrust/Trade regulation (03) <input type="checkbox"/> Construction defect (10) <input type="checkbox"/> Mass tort (40) <input type="checkbox"/> Securities litigation (28) <input type="checkbox"/> Environmental/Toxic tort (30) <input type="checkbox"/> Insurance coverage claims arising from the above listed provisionally complex case types (41) Enforcement of Judgment <input type="checkbox"/> Enforcement of judgment (20) Miscellaneous Civil Complaint <input type="checkbox"/> RICO (27) <input type="checkbox"/> Other complaint (not specified above) (42) Miscellaneous Civil Petition <input type="checkbox"/> Partnership and corporate governance (21) <input type="checkbox"/> Other petition (not specified above) (43)
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2. This case ☐ is ☒ is not complex under rule 3.400 of the California Rules of Court. If the case is complex, mark the factors requiring exceptional judicial management:
- | | |
|--|--|
| a. <input type="checkbox"/> Large number of separately represented parties | d. <input type="checkbox"/> Large number of witnesses |
| b. <input type="checkbox"/> Extensive motion practice raising difficult or novel issues that will be time-consuming to resolve | e. <input type="checkbox"/> Coordination with related actions pending in one or more courts in other counties, states, or countries, or in a federal court |
| c. <input type="checkbox"/> Substantial amount of documentary evidence | f. <input type="checkbox"/> Substantial postjudgment judicial supervision |
3. Remedies sought (check all that apply): a. ☒ monetary b. ☐ nonmonetary; declaratory or injunctive relief c. ☐ punitive
4. Number of causes of action (specify): 1. Negligence
5. This case ☐ is ☒ is not a class action suit.
6. If there are any known related cases, file and serve a notice of related case. (You may use form GM-015.)

Date: May 2, 2022

Jordan D. Johnson

(TYPE OR PRINT NAME)

(SIGNATURE OF PARTY OR ATTORNEY FOR PARTY)

NOTICE

- Plaintiff must file this cover sheet with the first paper filed in the action or proceeding (except small claims cases or cases filed under the Probate Code, Family Code, or Welfare and Institutions Code). (Cal. Rules of Court, rule 3.220.) Failure to file may result in sanctions.
- File this cover sheet in addition to any cover sheet required by local court rule.
- If this case is complex under rule 3.400 et seq. of the California Rules of Court, you must serve a copy of this cover sheet on all other parties to the action or proceeding.
- Unless this is a collections case under rule 3.740 or a complex case, this cover sheet will be used for statistical purposes only.

Page 1 of 2

INSTRUCTIONS ON HOW TO COMPLETE THE COVER SHEET

To Plaintiffs and Others Filing First Papers. If you are filing a first paper (for example, a complaint) in a civil case, you **must** complete and file, along with your first paper, the *Civil Case Cover Sheet* contained on page 1. This information will be used to compile statistics about the types and numbers of cases filed. You must complete items 1 through 6 on the sheet. In item 1, you must check **one** box for the case type that best describes the case. If the case fits both a general and a more specific type of case listed in item 1, check the more specific one. If the case has multiple causes of action, check the box that best indicates the **primary** cause of action. To assist you in completing the sheet, examples of the cases that belong under each case type in item 1 are provided below. A cover sheet must be filed only with your initial paper. Failure to file a cover sheet with the first paper filed in a civil case may subject a party, its counsel, or both to sanctions under rules 2.30 and 3.220 of the California Rules of Court.

To Parties in Rule 3.740 Collections Cases. A "collections case" under rule 3.740 is defined as an action for recovery of money owed in a sum stated to be certain that is not more than \$25,000, exclusive of interest and attorney's fees, arising from a transaction in which property, services, or money was acquired on credit. A collections case does not include an action seeking the following: (1) tort damages, (2) punitive damages, (3) recovery of real property, (4) recovery of personal property, or (5) a prejudgment writ of attachment. The identification of a case as a rule 3.740 collections case on this form means that it will be exempt from the general time-for-service requirements and case management rules, unless a defendant files a responsive pleading. A rule 3.740 collections case will be subject to the requirements for service and obtaining a judgment in rule 3.740.

To Parties in Complex Cases. In complex cases only, parties must also use the *Civil Case Cover Sheet* to designate whether the case is complex. If a plaintiff believes the case is complex under rule 3.400 of the California Rules of Court, this must be indicated by completing the appropriate boxes in items 1 and 2. If a plaintiff designates a case as complex, the cover sheet must be served with the complaint on all parties to the action. A defendant may file and serve no later than the time of its first appearance a joinder in the plaintiff's designation, a counter-designation that the case is not complex, or, if the plaintiff has made no designation, a designation that the case is complex.

CASE TYPES AND EXAMPLES

Auto Tort

Auto (22)—Personal Injury/Property Damage/Wrongful Death
Uninsured Motorist (46) (*if the case involves an uninsured motorist claim subject to arbitration, check this item instead of Auto*)

Other PI/PD/WD (Personal Injury/Property Damage/Wrongful Death) Tort

Asbestos (04)
Asbestos Property Damage
Asbestos Personal Injury/Wrongful Death
Product Liability (*not asbestos or toxic/environmental*) (24)
Medical Malpractice (45)
Medical Malpractice—Physicians & Surgeons
Other Professional Health Care Malpractice
Other PI/PD/WD (23)
Premises Liability (e.g., slip and fall)
Intentional Bodily Injury/PD/WD (e.g., assault, vandalism)
Intentional Infliction of Emotional Distress
Negligent Infliction of Emotional Distress
Other PI/PD/WD

Non-PI/PD/WD (Other) Tort

Business Tort/Unfair Business Practice (07)
Civil Rights (e.g., discrimination, false arrest) (*not civil harassment*) (08)
Defamation (e.g., slander, libel) (13)
Fraud (16)
Intellectual Property (19)
Professional Negligence (25)
Legal Malpractice
Other Professional Malpractice (*not medical or legal*)
Other Non-PI/PD/WD Tort (35)

Employment

Wrongful Termination (36)
Other Employment (15)

Contract

Breach of Contract/Warranty (06)
Breach of Rental/Lease Contract (*not unlawful detainer or wrongful eviction*)
Contract/Warranty Breach—Seller Plaintiff (*not fraud or negligence*)
Negligent Breach of Contract/Warranty
Other Breach of Contract/Warranty
Collections (e.g., money owed, open book accounts) (09)
Collection Case—Seller Plaintiff
Other Promissory Note/Collections Case
Insurance Coverage (*not provisionally complex*) (18)
Auto Subrogation
Other Coverage
Other Contract (37)
Contractual Fraud
Other Contract Dispute

Real Property

Eminent Domain/Inverse Condemnation (14)
Wrongful Eviction (33)
Other Real Property (e.g., quiet title) (26)
Writ of Possession of Real Property
Mortgage Foreclosure
Quiet Title
Other Real Property (*not eminent domain, landlord/tenant, or foreclosure*)

Unlawful Detainer

Commercial (31)
Residential (32)
Drugs (38) (*if the case involves illegal drugs, check this item; otherwise, report as Commercial or Residential*)

Judicial Review

Asset Forfeiture (05)
Petition Re: Arbitration Award (11)
Writ of Mandate (02)
Writ—Administrative Mandamus
Writ—Mandamus on Limited Court Case Matter
Writ—Other Limited Court Case Review
Other Judicial Review (39)
Review of Health Officer Order
Notice of Appeal—Labor Commissioner Appeals

Provisionally Complex Civil Litigation (Cal. Rules of Court Rules 3.400–3.403)

Antitrust/Trade Regulation (03)
Construction Defect (10)
Claims Involving Mass Tort (40)
Securities Litigation (28)
Environmental/Toxic Tort (30)
Insurance Coverage Claims (*arising from provisionally complex case type listed above*) (41)

Enforcement of Judgment

Enforcement of Judgment (20)
Abstract of Judgment (Out of County)
Confession of Judgment (*non-domestic relations*)
Sister State Judgment
Administrative Agency Award (*not unpaid taxes*)
Petition/Certification of Entry of Judgment on Unpaid Taxes
Other Enforcement of Judgment Case

Miscellaneous Civil Complaint

RICO (27)
Other Complaint (*not specified above*) (42)
Declaratory Relief Only
Injunctive Relief Only (*non-harassment*)
Mechanics Lien
Other Commercial Complaint Case (*non-tort/non-complex*)
Other Civil Complaint (*non-tort/non-complex*)

Miscellaneous Civil Petition

Partnership and Corporate Governance (21)
Other Petition (*not specified above*) (43)
Civil Harassment
Workplace Violence
Elder/Dependent Adult Abuse
Election Contest
Petition for Name Change
Petition for Relief From Late Claim
Other Civil Petition

E-FILED
5/3/2022 1:00 PM
Clerk of Court
Superior Court of CA,
County of Santa Clara
22CV398102
Reviewed By: N. Christopherson

Jordan D. Johnson, SBN 311258
Philip Alexander, SBN: 235216
Harris Personal Injury Lawyers, Inc.
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Telephone: (408) 512-3600
Facsimile: (408) 320-0092

*Attorneys for Plaintiff
Virginia Peera*

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF SANTA CLARA

VIRGINIA PEERA, an individual;

Plaintiff,

vs.

COSTCO WHOLESALE CORPORATION, a
business entity; and DOES 1 through 20
Inclusive;

Defendants.

CASE NO.: 22CV398102

COMPLAINT FOR DAMAGES

1. Negligence

Plaintiff VIRGINIA PEERA ("Plaintiff") alleges as follows:

THE PARTIES

1. The conduct giving rise to this action occurred in the San Jose, County of Santa Clara, State of California.

2. Plaintiff is an individual residing in Santa Clara, California.

3. Defendant COSTCO WHOLESALE CORPORATION is a Washington business entity doing business in the State of California.

4. At all times herein mentioned, "Defendants" refers COSTCO WHOLESALE CORPORATION, and DOES 1 through 20 Inclusive.

1 5. Plaintiff is unaware of the true names and capacities of Defendants Does 1
2 through 20 inclusive, and therefore sues them by fictitious names. Plaintiff will amend this
3 Complaint to show the true names and capacities of these Defendants once they are ascertained.
4 Plaintiff is informed and believes and thereon alleges that each of these Defendants are
5 responsible in some manner for the wrongful acts alleged in this Complaint and proximately
6 caused Plaintiff's damages.

7 6. It is understood and believed that Defendants owned, leased, maintained,
8 operated, controlled, repaired, supervised, managed and/or occupied the real property upon
9 which Plaintiff's injuries occurred on the date of the incident.

10 7. Plaintiff is informed and believes, and thereon alleges, that at all times material
11 hereto and mentioned herein, each Defendant sued herein was the agent, servant, employer, joint
12 venturer, partner, owner, subsidiary, alias, and/or alter ego of each of the remaining Defendants
13 and was, at all times, acting within the purpose and scope of such employment, agency,
14 servitude, ownership, subsidiary, alias and/or alter ego and with the authority, consent, approval,
15 control, influence and ratification of each of the remaining Defendants sued herein.

16 8. Plaintiff is informed and believes and thereon alleges that DOES 1 through 20,
17 inclusive, include, but are not necessarily limited to, the employees, agents, persons, subsidiaries,
18 representatives, affiliates, partners, distributors, vendors, and/or agents, who are each under the
19 direct control of Defendants.

20 9. Plaintiff is informed and believes and thereon alleges that at all times herein
21 mentioned, the premises where the subject accident occurred are located within the judicial
22 district of the above-entitled court. The premises where the subject accident occurred, were in
23 the exclusive care and custody of Defendants.

24 10. Plaintiff is informed and believes and thereupon alleges that at all times herein
25 mentioned each Defendant was the agent and employee of each of the remaining Defendants,
26 and in doing the things hereinafter alleged, were acting within the scope of such agency and
27 employment.

28 ///

VENUE

11. At all times herein mentioned, the incident on which this action is based occurred within the boundaries of the Superior Court of the State of California, County of Santa Clara. Said incident took place in the city of San Jose, California.

GENERAL ALLEGATIONS

12. Plaintiff hereby incorporates by reference paragraphs 1 through 11 as though fully set forth herein.

13. On March 16, 2022, Defendants, owned and/or controlled and/or maintained a store at 2376 S. Evergreen Loop, San Jose, CA 95122, State of California.

14. On March 16, 2022 the floor (the "Floor") of the Store was littered with produce, which created a dangerous and unsafe condition on the Floor.

15. On March 16, 2022, Plaintiff was shopping at the aforementioned store when she slipped and fell on the produce left on the floor causing her serious bodily injury and harm.

16. On or about March 16, 2022, at the Store, in the City of San Jose, California, Defendants carelessly and/or negligently used, controlled, maintained, and/or inspected the Store and/or Floor where Plaintiff was injured, so as to permit produce on the floor which was accessible to the public. This created a dangerous and unsafe condition that caused Plaintiff to be injured.

17. Plaintiff is informed and believes and thereon alleges that at all times herein mentioned, the Store is located within the judicial district of the above-entitled court. The Store where the subject accident occurred was in the exclusive care and custody of Defendants.

FIRST CAUSE OF ACTION

NEGLIGENCE

(As to Defendants)

18. Plaintiff hereby repeats and re-alleges each and every allegation contained in paragraphs 1 through 19 above, inclusive, and incorporates the same herein by reference as though fully set forth at length.

19. On or about March 16, 2022, at the Store, in the City of San Jose, California, Defendants carelessly and negligently used, controlled, maintained, and/or inspected the Floor

1 where Plaintiff was injured, so as to permit produce to be on the Floor. This created a dangerous
2 and unsafe condition that caused Plaintiff to be injured.

3 20. At all times herein mentioned, Defendants, did so own, maintain, lease, operate,
4 control, repair, supervise, manage and/or occupy the Store and/or Floor.

5 21. Defendants, in owning, maintaining, leasing, operating, controlling, repairing,
6 supervising, managing and/or occupying the Store and/or Floor owed a duty to Plaintiff.

7 22. Defendants, in owning, maintaining, leasing, operating, controlling, repairing,
8 supervising, managing and/or occupying the Store and/or Floor failed to use reasonable care to
9 keep the Store and/or Floor in a reasonably safe condition.

10 23. Defendants, in owning, maintaining, leasing, operating, controlling, repairing,
11 supervising, managing and/or occupying the Store and/or Floor failed to use reasonable care to
12 discover any unsafe conditions and to repair, replace, or give adequate warning of anything that
13 could be reasonably expected to harm Plaintiff.

14 24. Defendants, in owning, maintaining, leasing, operating, controlling, repairing,
15 supervising, managing and/or occupying the Store and/or Floor created an unreasonable risk of
16 harm to Plaintiff.

17 25. Defendants, in owning, maintaining, leasing, operating, controlling, repairing,
18 supervising, managing and/or occupying the Store and/or Floor knew or should have known
19 about the unreasonable risk of harm created by the produce left on the floor.

20 26. Defendants, in owning, maintaining, leasing, operating, controlling, repairing,
21 supervising, managing and/or occupying the Store and/or Floor failed to take reasonable
22 precautions to protect Plaintiff against the risk of the unreasonable harm, which is responsible for
23 the injury caused by the dangerous and unsafe condition.

24 27. Defendants, in owning, maintaining, leasing, operating, controlling, repairing,
25 supervising, managing and/or occupying the Store and/or Floor created an unreasonable risk of
26 harm including a dangerous and unsafe condition, which was the actual and proximate cause of
27 the injuries Plaintiff sustained.

28 28. Defendants, in owning, maintaining, leasing, operating, controlling, repairing,
supervising, managing and/or occupying the Store and/or Floor owed a duty of reasonable care

1 in providing safe and hazard free premises and protecting persons walking through the Store
2 against unreasonable conditions.

3 29. Despite such duties owed by Defendants, including but not limited to those duties
4 owed to Plaintiff, Defendants breached said duties by, amongst other things: (1) failing to
5 properly maintain the Store and/or Store Floor; (2) failing to remove produce from the floor as
6 referenced herein; (3) failing to warn Plaintiff of the hazardous condition created by the produce
7 by using warning signs or other demarcation; (4) failing to keep the area inaccessible to the
8 public; (5) failing to properly inspect the Store and/or Store Floor; and (6) Defendants created
9 the dangerous condition which caused Plaintiff's injuries. As such, Defendants maintained the
10 Store and/or Floor in such a manner so as to create, cause, allow, contribute to, or assist in the
11 creation of a dangerous condition in the Store, which existed in the Store upon the Floor in
12 sufficient time for the Defendants, and each of them, to have actual and/or constructive notice of
13 such condition, and/or to warn Plaintiff of the existence of such conditions, which Defendants,
14 and all of them, negligently and carelessly failed to do.

15 30. Further, Defendants failed to exercise ordinary care in the maintenance of the
16 Store and/or Floor by failing to set out warning signs, marking delineators and/or any warning to
17 Plaintiff that the condition of the Floor failed to meet the minimum standards of safety as set
18 forth in the appropriate building codes.

19 31. At the time of Plaintiff's fall, Defendants knew or should have known that the
20 Floor was no longer safe and constituted a dangerous condition with an unreasonable risk of
21 harm presented to the persons walking through the Store on the Floor. Further, the Defendants
22 knew or should have known that the persons walking through the Store on the Floor would be
23 unaware of the dangerous condition presented by the produce on the floor. Defendants
24 negligently failed to take steps to either make the condition safe or warn the Plaintiff and others
25 of the dangerous condition, all of which caused Plaintiff to slip and fall on the produce and suffer
26 the injuries and damages herein described.

27 32. By virtue of their status as owners, maintainers, lessors, operators, controllers,
28 repairers, supervisors managers and/or occupiers of the Store and/or Floor, Defendants are
responsible for the dangerous and defective conditions that existed upon the Floor, including but

1 not limited to, failing to remove the produce, failing to properly inspect the subject premises, and
2 failing to install proper safeguards to prevent incidents, similar to the incident which caused
3 Plaintiff's injuries.

4 33. As a proximate result of the negligence of the Defendants, and each of them,
5 Plaintiff was hurt and injured in her health, strength, and activity, sustaining injury to her body,
6 and shock and injury to her nervous system and person, all of which said injuries have caused,
7 and continue to cause Plaintiff great mental, physical, and emotional distress and nervous pain
8 and suffering. Plaintiff is informed and believes and thereon alleges, that said injuries will result
9 in some impairment to said Plaintiff, all in addition to her general damages in an amount to be
10 proven at trial.

11 34. As a proximate result of the negligence of the Defendants, and each of them,
12 Plaintiff has incurred and will continue to incur medical and related expenses, in an amount that
13 is unknown at this time but which will be proven at the time of trial.

14 35. As a further proximate result of the negligence of the Defendants, and each of
15 them, Plaintiff has suffered and will continue to suffer general damages in an amount presently
16 unknown but which will be proven at the time of trial.

17 36. As a further proximate result of the negligence of the Defendants, and each of
18 them, Plaintiff has suffered and will continue to suffer economic damages and loss of earnings in
19 an amount presently unknown but which will be proven at the time of trial.

20 37. As a further proximate result of the negligence of the Defendants, and each of
21 them, Plaintiff has suffered and will continue to suffer, a loss of earning capacity in an amount
22 presently unknown but which will be proven at the time of trial.

23 **PRAYER FOR RELIEF**

24 WHEREFORE, Plaintiff prays for judgment against the Defendants, and each of them, as
25 follows:

- 26 1. General damages to Plaintiff, according to proof;
- 27 2. Economic damages to Plaintiff, according to proof,
- 28 3. Medical and related expenses of Plaintiff, according to proof;
4. Plaintiff's loss of earnings, according to proof,

5. Loss of earning capacity of Plaintiff, according to proof;
6. Costs of suit herein;
7. Prejudgment interest;
8. Such other further relief as the Court deems just and proper.

DATED: March 28, 2022

Harris Personal Injury Lawyers, Inc.

By:  _____
Jordan D. Johnson
Attorney for Plaintiff

CIVIL LAWSUIT NOTICE

Superior Court of California, County of Santa Clara
191 North First St., San José, CA 95113

CASE NUMBER: 22CV398102

PLEASE READ THIS ENTIRE FORM

PLAINTIFF (the person suing): Within 60 days after filing the lawsuit, you must serve each Defendant with the *Complaint*, *Summons*, an *Alternative Dispute Resolution (ADR) Information Sheet*, and a copy of this *Civil Lawsuit Notice*, and you must file written proof of such service.

DEFENDANT (The person sued): You must do each of the following to protect your rights:

1. You must file a **written response** to the *Complaint*, using the proper legal form or format, in the Clerk's Office of the Court, within **30 days** of the date you were served with the *Summons* and *Complaint*;
2. You must serve by mail a copy of your written response on the Plaintiff's attorney or on the Plaintiff if Plaintiff has no attorney (to "serve by mail" means to have an adult other than yourself mail a copy); and
3. You must attend the first Case Management Conference.

Warning: If you, as the Defendant, do not follow these instructions, you may automatically lose this case.

RULES AND FORMS: You must follow the California Rules of Court and the Superior Court of California, County of <_CountyName_> Local Civil Rules and use proper forms. You can obtain legal information, view the rules and receive forms, free of charge, from the Self-Help Center at 201 North First Street, San José (408-882-2900 x-2926).

- State Rules and Judicial Council Forms: www.courtinfo.ca.gov/forms and www.courtinfo.ca.gov/rules
- Local Rules and Forms: <http://www.sccsuperiorcourt.org/civil/rule1toc.htm>

CASE MANAGEMENT CONFERENCE (CMC): You must meet with the other parties and discuss the case, in person or by telephone at least 30 calendar days before the CMC. You must also fill out, file and serve a *Case Management Statement* (Judicial Council form CM-110) at least 15 calendar days before the CMC.

You or your attorney must appear at the CMC. You may ask to appear by telephone – see Local Civil Rule 8.

Your Case Management Judge is: Manoukian, Socrates P Department: 20

The 1st CMC is scheduled for: (Completed by Clerk of Court)

Date: 9-27-22 Time: 3 PM in Department: 20

The next CMC is scheduled for: (Completed by party if the 1st CMC was continued or has passed)

Date: _____ Time: _____ in Department: _____

ALTERNATIVE DISPUTE RESOLUTION (ADR): If all parties have appeared and filed a completed *ADR Stipulation Form* (local form CV-5008) at least 15 days before the CMC, the Court will cancel the CMC and mail notice of an ADR Status Conference. Visit the Court's website at www.sccsuperiorcourt.org/civil/ADR/ or call the ADR Administrator (408-882-2100 x-2530) for a list of ADR providers and their qualifications, services, and fees.

WARNING: Sanctions may be imposed if you do not follow the California Rules of Court or the Local Rules of Court.

CM-110

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar number, and address) SBN 311258 Jordan D. Johnson, Esq. Harris Personal Injury Lawyers, Inc. 55 S. Market Street, Suite 1010, San Jose, CA 95113 TELEPHONE NO.: 408-512-3600 FAX NO. (Optional): 408-320-0092 E-MAIL ADDRESS (Optional): Jordan@harrispersonalinjury.com ATTORNEY FOR (Name): Plaintiff, Virginia Peera	FOR COURT USE ONLY
SUPERIOR COURT OF CALIFORNIA, COUNTY OF Santa Clara STREET ADDRESS: 191 N. First Street MAILING ADDRESS: 191 N. First Street CITY AND ZIP CODE: San Jose, CA 95113 BRANCH NAME: Unlimited Civil	
PLAINTIFF/PETITIONER: Virginia Peera DEFENDANT/RESPONDENT: Costco Wholesale Corporation et al.	
CASE MANAGEMENT STATEMENT (Check one): <input checked="" type="checkbox"/> UNLIMITED CASE (Amount demanded exceeds \$25,000) <input type="checkbox"/> LIMITED CASE (Amount demanded is \$25,000 or less)	CASE NUMBER: 22CV398102
A CASE MANAGEMENT CONFERENCE is scheduled as follows: Date: September 27, 2022 Time: 3:00 pm Dept.: 20 Div.: Room: Address of court (if different from the address above): <input checked="" type="checkbox"/> Notice of Intent to Appear by Telephone, by (name): Jordan D. Johnson	

INSTRUCTIONS: All applicable boxes must be checked, and the specified information must be provided.

1. **Party or parties (answer one):**
 - a. ☒ This statement is submitted by party (name): Virginia Peera
 - b. ☐ This statement is submitted jointly by parties (names):

2. **Complaint and cross-complaint (to be answered by plaintiffs and cross-complainants only)**
 - a. The complaint was filed on (date): May 3, 2022
 - b. ☐ The cross-complaint, if any, was filed on (date):

3. **Service (to be answered by plaintiffs and cross-complainants only)**
 - a. ☒ All parties named in the complaint and cross-complaint have been served, have appeared, or have been dismissed.
 - b. ☐ The following parties named in the complaint or cross-complaint
 - (1) ☐ have not been served (specify names and explain why not):
 - (2) ☐ have been served but have not appeared and have not been dismissed (specify names):
 - (3) ☐ have had a default entered against them (specify names):
 - c. ☐ The following additional parties may be added (specify names, nature of involvement in case, and date by which they may be served):

4. **Description of case**
 - a. Type of case in ☒ complaint ☐ cross-complaint (Describe, including causes of action):
 Premise Liability

CM-110

PLAINTIFF/PETITIONER: Virginia Peera	CASE NUMBER:
DEFENDANT/RESPONDENT: Costco Wholesale Corporation et al.	22CV398102

4. b. Provide a brief statement of the case, including any damages. *(If personal injury damages are sought, specify the injury and damages claimed, including medical expenses to date [indicate source and amount], estimated future medical expenses, lost earnings to date, and estimated future lost earnings. If equitable relief is sought, describe the nature of the relief.)*

SEE ATTACHED STATEMENT OF THE CASE

☒ *(If more space is needed, check this box and attach a page designated as Attachment 4b.)*

5. **Jury or nonjury trial**

The party or parties request ☐ a jury trial ☐ a nonjury trial. *(If more than one party, provide the name of each party requesting a jury trial):*

6. **Trial date**

a. ☐ The trial has been set for *(date)*:

b. ☒ No trial date has been set. This case will be ready for trial within 12 months of the date of the filing of the complaint *(if not, explain)*:

c. Dates on which parties or attorneys will not be available for trial *(specify dates and explain reasons for unavailability)*:

7. **Estimated length of trial**

The party or parties estimate that the trial will take *(check one)*:

a. ☒ days *(specify number)*: 3-5

b. ☐ hours (short causes) *(specify)*:

8. **Trial representation (to be answered for each party)**

The party or parties will be represented at trial ☐ by the attorney or party listed in the caption ☐ by the following:

a. Attorney:

b. Firm:

c. Address:

d. Telephone number:

f. Fax number:

e. E-mail address:

g. Party represented:

☐ Additional representation is described in Attachment 8.

9. **Preference**

☐ This case is entitled to preference *(specify code section)*:

10. **Alternative dispute resolution (ADR)**

a. **ADR information package.** Please note that different ADR processes are available in different courts and communities; read the ADR information package provided by the court under rule 3.221 for information about the processes available through the court and community programs in this case.

(1) For parties represented by counsel: Counsel ☒ has ☐ has not provided the ADR information package identified in rule 3.221 to the client and reviewed ADR options with the client.

(2) For self-represented parties: Party ☐ has ☐ has not reviewed the ADR information package identified in rule 3.221.

b. **Referral to judicial arbitration or civil action mediation (if available).**

(1) ☐ This matter is subject to mandatory judicial arbitration under Code of Civil Procedure section 1141.11 or to civil action mediation under Code of Civil Procedure section 1775.3 because the amount in controversy does not exceed the statutory limit.

(2) ☐ Plaintiff elects to refer this case to judicial arbitration and agrees to limit recovery to the amount specified in Code of Civil Procedure section 1141.11.

(3) ☐ This case is exempt from judicial arbitration under rule 3.811 of the California Rules of Court or from civil action mediation under Code of Civil Procedure section 1775 et seq. *(specify exemption)*:

CM-110

PLAINTIFF/PETITIONER: Virginia Peera	CASE NUMBER:
DEFENDANT/RESPONDENT: Costco Wholesale Corporation et al.	22CV398102

10. c. Indicate the ADR process or processes that the party or parties are willing to participate in, have agreed to participate in, or have already participated in (*check all that apply and provide the specified information*):

	The party or parties completing this form are willing to participate in the following ADR processes (<i>check all that apply</i>):	If the party or parties completing this form in the case have agreed to participate in or have already completed an ADR process or processes, indicate the status of the processes (<i>attach a copy of the parties' ADR stipulation</i>):
(1) Mediation	<input checked="" type="checkbox"/>	<input type="checkbox"/> Mediation session not yet scheduled <input checked="" type="checkbox"/> Mediation session scheduled for (date): July 2022 <input type="checkbox"/> Agreed to complete mediation by (date): <input type="checkbox"/> Mediation completed on (date):
(2) Settlement conference	<input type="checkbox"/>	<input type="checkbox"/> Settlement conference not yet scheduled <input type="checkbox"/> Settlement conference scheduled for (date): <input type="checkbox"/> Agreed to complete settlement conference by (date): <input type="checkbox"/> Settlement conference completed on (date):
(3) Neutral evaluation	<input type="checkbox"/>	<input type="checkbox"/> Neutral evaluation not yet scheduled <input type="checkbox"/> Neutral evaluation scheduled for (date): <input type="checkbox"/> Agreed to complete neutral evaluation by (date): <input type="checkbox"/> Neutral evaluation completed on (date):
(4) Nonbinding judicial arbitration	<input type="checkbox"/>	<input type="checkbox"/> Judicial arbitration not yet scheduled <input type="checkbox"/> Judicial arbitration scheduled for (date): <input type="checkbox"/> Agreed to complete judicial arbitration by (date): <input type="checkbox"/> Judicial arbitration completed on (date):
(5) Binding private arbitration	<input type="checkbox"/>	<input type="checkbox"/> Private arbitration not yet scheduled <input type="checkbox"/> Private arbitration scheduled for (date): <input type="checkbox"/> Agreed to complete private arbitration by (date): <input type="checkbox"/> Private arbitration completed on (date):
(6) Other (<i>specify</i>):	<input type="checkbox"/>	<input type="checkbox"/> ADR session not yet scheduled <input type="checkbox"/> ADR session scheduled for (date): <input type="checkbox"/> Agreed to complete ADR session by (date): <input type="checkbox"/> ADR completed on (date):

CM-110

PLAINTIFF/PETITIONER: Virginia Peera	CASE NUMBER: 22CV398102
DEFENDANT/RESPONDENT: Costco Wholesale Corporation et al.	

11. Insurance

- a. ☐ Insurance carrier, if any, for party filing this statement (*name*):
- b. Reservation of rights: ☐ Yes ☐ No
- c. ☐ Coverage issues will significantly affect resolution of this case (*explain*):

12. Jurisdiction

Indicate any matters that may affect the court's jurisdiction or processing of this case and describe the status.

☐ Bankruptcy ☐ Other (*specify*):

Status:

13. Related cases, consolidation, and coordination

- a. ☐ There are companion, underlying, or related cases.
- (1) Name of case:
- (2) Name of court:
- (3) Case number:
- (4) Status:
- ☐ Additional cases are described in Attachment 13a.
- b. ☐ A motion to ☐ consolidate ☐ coordinate will be filed by (*name party*):

14. Bifurcation

- ☐ The party or parties intend to file a motion for an order bifurcating, severing, or coordinating the following issues or causes of action (*specify moving party, type of motion, and reasons*):

15. Other motions

- ☐ The party or parties expect to file the following motions before trial (*specify moving party, type of motion, and issues*):

16. Discovery

- a. ☐ The party or parties have completed all discovery.
- b. ☒ The following discovery will be completed by the date specified (*describe all anticipated discovery*):
- | <u>Party</u> | <u>Description</u> | <u>Date</u> |
|--------------|-------------------------|-------------|
| Plaintiff | Expert Depositions | per code |
| Plaintiff | Deposition of Defendant | TBD |
- c. ☐ The following discovery issues, including issues regarding the discovery of electronically stored information, are anticipated (*specify*):

CM-110

PLAINTIFF/PETITIONER: Virginia Peera	CASE NUMBER: 22CV398102
DEFENDANT/RESPONDENT: Costco Wholesale Corporation et al.	

17. Economic litigation

- a. ☐ This is a limited civil case (i.e., the amount demanded is \$25,000 or less) and the economic litigation procedures in Code of Civil Procedure sections 90-98 will apply to this case.
- b. ☐ This is a limited civil case and a motion to withdraw the case from the economic litigation procedures or for additional discovery will be filed (if checked, explain specifically why economic litigation procedures relating to discovery or trial should not apply to this case):

18. Other issues

- ☐ The party or parties request that the following additional matters be considered or determined at the case management conference (specify):

19. Meet and confer

- a. ☐ The party or parties have met and conferred with all parties on all subjects required by rule 3.724 of the California Rules of Court (if not, explain):
- b. After meeting and conferring as required by rule 3.724 of the California Rules of Court, the parties agree on the following (specify):


20. Total number of pages attached (if any): 1

I am completely familiar with this case and will be fully prepared to discuss the status of discovery and alternative dispute resolution, as well as other issues raised by this statement, and will possess the authority to enter into stipulations on these issues at the time of the case management conference, including the written authority of the party where required.

Date: September 12, 2022

Jordan D. Johnson

(TYPE OR PRINT NAME)


(SIGNATURE OF PARTY OR ATTORNEY)

(TYPE OR PRINT NAME)


(SIGNATURE OF PARTY OR ATTORNEY)

☐ Additional signatures are attached.

Peera v. Costco Wholesale Corporation, et al.
Case No. 22CV398102

ATTACHMENT TO CASE MANAGEMENT STATEMENT

Statement of the case:

This is a premise liability case that arises out of an incident that occurred on March 16, 2022 in Santa Clara County at the Costco Wholesale Corporation. Plaintiff sustained injuries as a result of Defendant's negligence.

Plaintiff Virginia Peera's medical specials total over \$142,592.20. Plaintiff's future medical expenses, lost wages, and earning capacity are to be determined at a later date.

Written discovery of both Plaintiff and Defendants is ongoing. Plaintiff and Defendants will be deposed will be deposed on a date to be determined.

1 *Peera v. Costco Wholesale Corporation, et al.*

2 COUNTY OF SANTA CLARA, CASE NO.: 22CV398102

3 **PROOF OF SERVICE**

4 I, the undersigned, declare as follows:

5 I am employed in the County of Alameda, State of California. I am over the age of 18 years and
6 not a party to this within action; my business address is 409 13th Street, 17th Floor, Oakland, CA 94612.

7 On September 12, 2022, I caused to be served the following document(s) described as:

8 • **PLAINTIFF'S CASE MANAGEMENT STATEMENT**

9 on the interested parties in this action as follows:

10 *Attorneys for Defendant*

11 Arthur J. Casey

12 FORD, WALKER, HAGGERTY & BEHAR, LLP

13 16450 Los Gatos Blvd., Suite 110

14 Los Gatos, CA 95032

15 Email: acasey@fwhb.com

16 mnery@fwhb.com

17 larmanino@fwhb.com

18 **[X] ONLY BY ELECTRONIC TRANSMISSION.** Only by e-mailing the document(s) to the
19 persons at the e-mail address(es) listed based on notice provided on March 17, 2020 that, during the
20 Coronavirus (COVID-19) pandemic, this office will be working remotely, not able to send physical
21 mail as usual, and is therefore using only electronic mail. No electronic message or other indication
22 that the transmission was unsuccessful was received within a reasonable time after the transmission. I
23 declare under penalty of perjury under the laws of the State of California that the above is true and
24 correct. Executed on September 12, 2022 at Oakland, California.

25 
Yesenia Perez-Guerrero, Paralegal

1 ARTHUR J. CASEY [SBN 123273]
2 FORD, WALKER, HAGGERTY & BEHAR, LLP
3 16450 Los Gatos Blvd., Suite 110
4 Los Gatos, CA 95032
5 Tel: (408) 660-3102
6 Fax: (408) 660-3105
7 Email: acasey@fwhb.com

8 Attorneys for Defendant
9 COSTCO WHOLESALE CORPORATION

**Electronically Filed
by Superior Court of CA,
County of Santa Clara,
on 6/22/2022 12:46 PM
Reviewed By: P. Lai
Case #22CV398102
Envelope: 9277942**

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SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF SANTA CLARA

11 VIRGINIA PEERA, an individual,
12
13 Plaintiff,
14
15 vs.

Case No. 22CV398102

ANSWER TO COMPLAINT

14 COSTCO WHOLESALE CORPORATION, a
15 business entity; and DOES 1 through 20,
16 Inclusive,
17
18 Defendants.

18 COMES NOW defendant, COSTCO WHOLESALE CORPORATION ("defendant"), and in
19 answer to the Complaint of plaintiff VIRGINIA PEERA ("plaintiff") on file herein, admits, denies,
20 and alleges as follows:

21 **I.**

22 Answering all causes of action pled by the above-named plaintiff, this answering defendant,
23 pursuant to Code of Civil Procedure section 431.30, denies, both generally and specifically, every
24 material allegation, including the damage allegations, in every cause of action alleged.

25 **AFFIRMATIVE DEFENSES**

26 AS A SEPARATE AND AFFIRMATIVE DEFENSE to the Complaint on file herein, this
27 answering defendant believes and thereon alleges that plaintiff was careless and negligent in and about
28 the matters complained of and that such carelessness and negligence contributed to the happening of

1 the incident complained of, and the damages, if any, sustained thereby.

2 AS A FURTHER, SEPARATE AND AFFIRMATIVE DEFENSE to the Complaint on file
3 herein, this answering defendant is informed and believes and based thereon alleges that plaintiff, with
4 full appreciation of the particular risks involved, nevertheless knowingly and voluntarily assumed the
5 risks and hazards of the incident complained of, and the damages, if any, resulting therefrom.

6 AS A FURTHER, SEPARATE AND AFFIRMATIVE DEFENSE to the Complaint on file
7 herein, this answering defendant alleges that the Complaint fails to state facts sufficient to constitute a
8 cause of action against this answering defendant.

9 AS A FURTHER, SEPARATE AND AFFIRMATIVE DEFENSE to the Complaint on file
10 herein, this answering defendant is informed and believes and based thereon alleges that plaintiff's
11 causes of action are barred by reason of plaintiff's failure to mitigate damages, if any.

12 AS A FURTHER, SEPARATE AND AFFIRMATIVE DEFENSE to the Complaint on file
13 herein, this answering defendant asserts that plaintiff's injuries were caused or contributed to by third
14 parties in a percentage to be determined at trial and that plaintiff's recovery of noneconomic damages
15 shall be reduced in proportion to such third parties' percentage of fault. Civil Code § 1431.2.

16 AS A FURTHER, SEPARATE AND AFFIRMATIVE DEFENSE to the Complaint on file
17 herein, this answering defendant alleges that said Complaint does not state facts sufficient to constitute
18 a cause of action in that said Complaint is barred by the Statute of Limitations; to wit, by the
19 provisions of the Code of Civil Procedure, Section 335, et seq.

20 AS A FURTHER, SEPARATE AND AFFIRMATIVE DEFENSE to the Complaint on file
21 herein, this answering defendant is informed and believes and thereon alleges that the plaintiff's
22 employer was negligent and careless and that this carelessness and negligence on the part of the
23 plaintiff's employer proximately caused or contributed to the damages, if any, sustained by the
24 plaintiff, and that by reason thereof, this answering defendant is entitled to a reduction in any verdict
25 which may be rendered against this defendant in the amount of any benefits paid or payable to the
26 plaintiff on behalf of the plaintiff's employer.

27 AS A FURTHER, SEPARATE AND AFFIRMATIVE DEFENSE to the Complaint on file
28 herein, this answering defendant alleges that if plaintiff was, in fact, acting within the course and

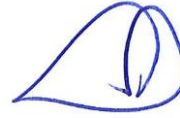
1 scope of employment, plaintiff's exclusive remedy is before the Workers' Compensation Appeals
2 Board, this court having no jurisdiction to determine this matter.

3 WHEREFORE, this answering defendant prays that plaintiff take nothing by reason of the
4 Complaint on file herein, that this answering defendant be awarded costs of suit herein incurred, and
5 for such other, further, and different relief as may be deemed appropriate by the Court.

6 Dated: June 22, 2022

FORD, WALKER, HAGGERTY & BEHAR, LLP

7
8 By:



9 ARTHUR J. CASEY
10 Attorney for Defendant
11 COSTCO WHOLESALE CORPORATION
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PROOF OF SERVICE

Peera v. Costco

Santa Clara County Case No. 22CV398102

I, MARIELA NERY, declare:

I am over the age of eighteen (18) years and not a party to the within entitled action. I am employed by Ford, Walker, Haggerty & Behar, LLP. My business address is 16450 Los Gatos Blvd., Suite 110, Los Gatos, California 95032. I am readily familiar with the firm's practice for collection and processing of documents for delivery by way of the service indicated below.

On **JUNE 22, 2022**, I served the following document(s):

ANSWER TO COMPLAINT

on the interested party(ies) in this action as follows:

☒ **BY U.S. MAIL:** By placing said document in an envelope or package for collection and mailing, addressed to the person at the address listed below, following our ordinary business practices. I am readily familiar with the firm's practice for collection and processing of mail. Under that practice, on the same day that mail is placed for collection and mailing, it is deposited in the ordinary course of business with the U.S. Postal Service, in a sealed envelope or package with the postage fully prepaid.

☒ **BY E-MAIL:** I caused the document to be sent to the person(s) at the e-mail address(es) listed below, each of whom previously authorized electronic service of documents in this action. I did not receive, within a reasonable time after the transmission, any electronic message or other indication that the transmission was unsuccessful.

Jordan D. Johnson
Philip Alexander
Harris Personal Injury Lawyers, Inc.
55 S. Market Street, Suite 1010
San Jose, CA 95113

Attorneys for Plaintiff
VIRGINIA PEERA

EMAILS: jordan@harrispersonalinjury.com
palexander@harrispersonalinjury.com

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed on **JUNE 22, 2022**, at Los Gatos, California.

Mariela Nery

MARIELA NERY

ARTHUR J. CASEY [SBN 123273]
FORD, WALKER, HAGGERTY & BEHAR, LLP
16450 Los Gatos Blvd., Suite 110
Los Gatos, CA 95032
Tel: (408) 660-3102
Fax: (408) 660-3105
Email: acasey@fwhb.com

Attorneys for Defendant
COSTCO WHOLESALE CORPORATION

**Electronically Filed
by Superior Court of CA,
County of Santa Clara,
on 6/22/2022 12:46 PM
Reviewed By: P. Lai
Case #22CV398102
Envelope: 9277942**

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF SANTA CLARA

VIRGINIA PEERA, an individual,
Plaintiff,

vs.

COSTCO WHOLESALE CORPORATION, a
business entity; and DOES 1 through 20,
Inclusive,
Defendants.

Case No. 22CV398102

**REQUEST FOR JURY TRIAL AND
NOTICE OF JURY FEES DEPOSIT**

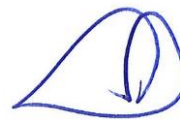
TO THE SUPERIOR COURT OF CALIFORNIA, COUNTY OF SANTA CLARA, AND TO
PLAINTIFF AND HER ATTORNEY OF RECORD:

Defendant COSTCO WHOLESALE CORPORATION hereby requests a jury trial in this
matter and deposits jury fees in the amount of \$150.00.

Dated: June 22, 2022

FORD, WALKER, HAGGERTY & BEHAR, LLP

By:



ARTHUR J. CASEY
Attorney for Defendant
COSTCO WHOLESALE CORPORATION

PROOF OF SERVICE

Peera v. Costco

Santa Clara County Case No. 22CV398102

I, MARIELA NERY, declare:

I am over the age of eighteen (18) years and not a party to the within entitled action. I am employed by Ford, Walker, Haggerty & Behar, LLP. My business address is 16450 Los Gatos Blvd., Suite 110, Los Gatos, California 95032. I am readily familiar with the firm's practice for collection and processing of documents for delivery by way of the service indicated below.

On **JUNE 22, 2022**, I served the following document(s):

REQUEST FOR JURY TRIAL AND NOTICE OF JURY FEES DEPOSIT

on the interested party(ies) in this action as follows:

☒ **BY U.S. MAIL:** By placing said document in an envelope or package for collection and mailing, addressed to the person at the address listed below, following our ordinary business practices. I am readily familiar with the firm's practice for collection and processing of mail. Under that practice, on the same day that mail is placed for collection and mailing, it is deposited in the ordinary course of business with the U.S. Postal Service, in a sealed envelope or package with the postage fully prepaid.

☒ **BY E-MAIL:** I caused the document to be sent to the person(s) at the e-mail address(es) listed below, each of whom previously authorized electronic service of documents in this action. I did not receive, within a reasonable time after the transmission, any electronic message or other indication that the transmission was unsuccessful.

Jordan D. Johnson
Philip Alexander
Harris Personal Injury Lawyers, Inc.
55 S. Market Street, Suite 1010
San Jose, CA 95113
EMAILS: jordan@harrispersonalinjury.com
palexander@harrispersonalinjury.com

Attorneys for Plaintiff
VIRGINIA PEERA

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed on **JUNE 22, 2022**, at Los Gatos, California.

Mariela Nery

MARIELA NERY

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar number, and address): Arthur J. Casey [SBN 123273] FORD, WALKER, HAGGERTY & BEHAR, LLP 16450 Los Gatos Boulevard, Suite 110. Los Gatos, CA 95032 TELEPHONE NO.: (408) 660-3153 FAX NO. (Optional): (408) 660-3105 E-MAIL ADDRESS (Optional): acasey@fwhb.com ATTORNEY FOR (Name): Defendant COSTCO WHOLESALE CORPORATION	FOR COURT USE ONLY Electronically Filed by Superior Court of CA, County of Santa Clara, on 9/12/2022 4:20 PM Reviewed By: R. Fleming Case #22CV398102 Envelope: 9942377
SUPERIOR COURT OF CALIFORNIA, COUNTY OF SANTA CLARA STREET ADDRESS: 191 North First Street MAILING ADDRESS: CITY AND ZIP CODE: San Jose, CA 95113 BRANCH NAME:	
PLAINTIFF/PETITIONER: VIRGINIA PEERA, an individual DEFENDANT/RESPONDENT: COSTCO WHOLESALE CORPORATION	
CASE MANAGEMENT STATEMENT (Check one): <input checked="" type="checkbox"/> UNLIMITED CASE (Amount demanded exceeds \$25,000) <input type="checkbox"/> LIMITED CASE (Amount demanded is \$25,000 or less)	CASE NUMBER: 22CV398102
A CASE MANAGEMENT CONFERENCE is scheduled as follows: Date: SEPTEMBER 27, 2022 Time: 3:00 PM Dept.: 20 Div.: Room: Address of court (if different from the address above): <input checked="" type="checkbox"/> Notice of Intent to Appear by Telephone, by (name): Arthur J. Casey	

INSTRUCTIONS: All applicable boxes must be checked, and the specified information must be provided.

1. **Party or parties** (answer one):
 - a. ☐ This statement is submitted by party (name):
 - b. ☒ This statement is submitted **jointly** by parties (names): Defendant COSTCO WHOLESALE CORPORATION

2. **Complaint and cross-complaint** (to be answered by plaintiffs and cross-complainants only)
 - a. The complaint was filed on (date):
 - b. ☐ The cross-complaint, if any, was filed on (date):

3. **Service** (to be answered by plaintiffs and cross-complainants only)
 - a. ☐ All parties named in the complaint and cross-complaint have been served, have appeared, or have been dismissed.
 - b. ☐ The following parties named in the complaint or cross-complaint
 - (1) ☐ have not been served (specify names and explain why not):
 - (2) ☐ have been served but have not appeared and have not been dismissed (specify names):
 - (3) ☐ have had a default entered against them (specify names):
 - c. ☐ The following additional parties may be added (specify names, nature of involvement in case, and date by which they may be served):

4. **Description of case**
 - a. Type of case in ☒ complaint ☐ cross-complaint (Describe, including causes of action):
 Personal Injury / Slip and fall accident.

PLAINTIFF/PETITIONER: VIRGINIA PEERA, an individual	CASE NUMBER:
DEFENDANT/RESPONDENT: COSTCO WHOLESALE CORPORATION	22CV398102

4. b. Provide a brief statement of the case, including any damages. *(If personal injury damages are sought, specify the injury and damages claimed, including medical expenses to date [indicate source and amount], estimated future medical expenses, lost earnings to date, and estimated future lost earnings. If equitable relief is sought, describe the nature of the relief.)*

Slip and fall accident occurred on March 16, 2022, at the Costco warehouse located at 2376 S. Evergreen Loop, San Jose, CA 95122.

☐ *(If more space is needed, check this box and attach a page designated as Attachment 4b.)*

5. **Jury or nonjury trial**

The party or parties request ☒ a jury trial ☐ a nonjury trial. *(If more than one party, provide the name of each party requesting a jury trial):*

6. **Trial date**

a. ☐ The trial has been set for *(date)*:

b. ☒ No trial date has been set. This case will be ready for trial within 12 months of the date of the filing of the complaint *(if not, explain)*:

c. Dates on which parties or attorneys will not be available for trial *(specify dates and explain reasons for unavailability)*:
(2023) 1/23-1/27; 1/30-2/3; 2/6-2/10; 2/17-2/21; 2/21-2/25; 2/27-3/01; 3/20-3/25; 3/27-3/31; 4/07-4/14;
4/10-4/20; 4/17-4/26; 4/17-4/20; 4/17-4/20; 5/8-5/12; 6/5-6/9; 6/5-6/9; 11/6-11/12; (2024) 4/26-4/30

7. **Estimated length of trial**

The party or parties estimate that the trial will take *(check one)*:

a. ☒ days *(specify number)*: 5-7

b. ☐ hours (short causes) *(specify)*:

8. **Trial representation (to be answered for each party)**

The party or parties will be represented at trial ☒ by the attorney or party listed in the caption ☐ by the following:

a. Attorney:

b. Firm:

c. Address:

d. Telephone number:

f. Fax number:

e. E-mail address:

g. Party represented:

☐ Additional representation is described in Attachment 8.

9. **Preference**

☐ This case is entitled to preference *(specify code section)*:

10. **Alternative dispute resolution (ADR)**

a. **ADR information package.** Please note that different ADR processes are available in different courts and communities; read the ADR information package provided by the court under rule 3.221 for information about the processes available through the court and community programs in this case.

(1) For parties represented by counsel: Counsel ☒ has ☐ has not provided the ADR information package identified in rule 3.221 to the client and reviewed ADR options with the client.

(2) For self-represented parties: Party ☐ has ☐ has not reviewed the ADR information package identified in rule 3.221.

b. **Referral to judicial arbitration or civil action mediation (if available).**

(1) ☐ This matter is subject to mandatory judicial arbitration under Code of Civil Procedure section 1141.11 or to civil action mediation under Code of Civil Procedure section 1775.3 because the amount in controversy does not exceed the statutory limit.

(2) ☐ Plaintiff elects to refer this case to judicial arbitration and agrees to limit recovery to the amount specified in Code of Civil Procedure section 1141.11.

(3) ☐ This case is exempt from judicial arbitration under rule 3.811 of the California Rules of Court or from civil action mediation under Code of Civil Procedure section 1775 et seq. *(specify exemption)*:

PLAINTIFF/PETITIONER: VIRGINIA PEERA, an individual	CASE NUMBER:
DEFENDANT/RESPONDENT: COSTCO WHOLESALE CORPORATION	22CV398102

10. c. Indicate the ADR process or processes that the party or parties are willing to participate in, have agreed to participate in, or have already participated in (*check all that apply and provide the specified information*):

	The party or parties completing this form are willing to participate in the following ADR processes (<i>check all that apply</i>):	If the party or parties completing this form in the case have agreed to participate in or have already completed an ADR process or processes, indicate the status of the processes (<i>attach a copy of the parties' ADR stipulation</i>):
(1) Mediation	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/> Mediation session not yet scheduled <input type="checkbox"/> Mediation session scheduled for (<i>date</i>): <input type="checkbox"/> Agreed to complete mediation by (<i>date</i>): <input type="checkbox"/> Mediation completed on (<i>date</i>):
(2) Settlement conference	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/> Settlement conference not yet scheduled <input type="checkbox"/> Settlement conference scheduled for (<i>date</i>): <input type="checkbox"/> Agreed to complete settlement conference by (<i>date</i>): <input type="checkbox"/> Settlement conference completed on (<i>date</i>):
(3) Neutral evaluation	<input type="checkbox"/>	<input type="checkbox"/> Neutral evaluation not yet scheduled <input type="checkbox"/> Neutral evaluation scheduled for (<i>date</i>): <input type="checkbox"/> Agreed to complete neutral evaluation by (<i>date</i>): <input type="checkbox"/> Neutral evaluation completed on (<i>date</i>):
(4) Nonbinding judicial arbitration	<input type="checkbox"/>	<input type="checkbox"/> Judicial arbitration not yet scheduled <input type="checkbox"/> Judicial arbitration scheduled for (<i>date</i>): <input type="checkbox"/> Agreed to complete judicial arbitration by (<i>date</i>): <input type="checkbox"/> Judicial arbitration completed on (<i>date</i>):
(5) Binding private arbitration	<input type="checkbox"/>	<input type="checkbox"/> Private arbitration not yet scheduled <input type="checkbox"/> Private arbitration scheduled for (<i>date</i>): <input type="checkbox"/> Agreed to complete private arbitration by (<i>date</i>): <input type="checkbox"/> Private arbitration completed on (<i>date</i>):
(6) Other (<i>specify</i>):	<input type="checkbox"/>	<input type="checkbox"/> ADR session not yet scheduled <input type="checkbox"/> ADR session scheduled for (<i>date</i>): <input type="checkbox"/> Agreed to complete ADR session by (<i>date</i>): <input type="checkbox"/> ADR completed on (<i>date</i>):

PLAINTIFF/PETITIONER: VIRGINIA PEERA, an individual	CASE NUMBER: 22CV398102
DEFENDANT/RESPONDENT: COSTCO WHOLESALE CORPORATION	

11. Insurance

- a. ☒ Insurance carrier, if any, for party filing this statement (*name*): Self-Insured
- b. Reservation of rights: ☐ Yes ☒ No
- c. ☐ Coverage issues will significantly affect resolution of this case (*explain*):

12. Jurisdiction

Indicate any matters that may affect the court's jurisdiction or processing of this case and describe the status.

☐ Bankruptcy ☐ Other (*specify*):

Status:

13. Related cases, consolidation, and coordination

- a. ☐ There are companion, underlying, or related cases.
- (1) Name of case:
- (2) Name of court:
- (3) Case number:
- (4) Status:
- ☐ Additional cases are described in Attachment 13a.
- b. ☐ A motion to ☐ consolidate ☐ coordinate will be filed by (*name party*):

14. Bifurcation

- ☐ The party or parties intend to file a motion for an order bifurcating, severing, or coordinating the following issues or causes of action (*specify moving party, type of motion, and reasons*):

15. Other motions

- ☒ The party or parties expect to file the following motions before trial (*specify moving party, type of motion, and issues*):
- Standard motions in limine at time of trial.

16. Discovery

- a. ☐ The party or parties have completed all discovery.
- b. ☒ The following discovery will be completed by the date specified (*describe all anticipated discovery*):
- | Party | Description | Date |
|-----------|-------------------------|------------------|
| Defendant | Supplemental Discovery | TBD |
| | Subpoenaed Records | Pending |
| | IME of plaintiff | TBD |
| | Deposition of Plaintiff | TBD |
| | Expert Depositions | Pursuant to Code |
- c. ☐ The following discovery issues, including issues regarding the discovery of electronically stored information, are anticipated (*specify*):

PLAINTIFF/PETITIONER: VIRGINIA PEERA, an individual	CASE NUMBER: 22CV398102
DEFENDANT/RESPONDENT: COSTCO WHOLESALE CORPORATION	

17. Economic litigation

- a. ☐ This is a limited civil case (i.e., the amount demanded is \$25,000 or less) and the economic litigation procedures in Code of Civil Procedure sections 90-98 will apply to this case.
- b. ☐ This is a limited civil case and a motion to withdraw the case from the economic litigation procedures or for additional discovery will be filed (*if checked, explain specifically why economic litigation procedures relating to discovery or trial should not apply to this case*):

18. Other issues

- ☐ The party or parties request that the following additional matters be considered or determined at the case management conference (*specify*):

19. Meet and confer

- a. ☐ The party or parties have met and conferred with all parties on all subjects required by rule 3.724 of the California Rules of Court (*if not, explain*):
Parties have not yet met & conferred but I will do so before the CMC. It is likely that limited discovery and ADR with a private mediator is the best course to take for this slip & fall.
- b. After meeting and conferring as required by rule 3.724 of the California Rules of Court, the parties agree on the following (*specify*):

20. Total number of pages attached (*if any*): _____

I am completely familiar with this case and will be fully prepared to discuss the status of discovery and alternative dispute resolution, as well as other issues raised by this statement, and will possess the authority to enter into stipulations on these issues at the time of the case management conference, including the written authority of the party where required.

Date: September 12, 2022

Arthur J. Casey

(TYPE OR PRINT NAME)

(SIGNATURE OF PARTY OR ATTORNEY)

(TYPE OR PRINT NAME)

(SIGNATURE OF PARTY OR ATTORNEY)

☐ Additional signatures are attached.

PROOF OF SERVICE

Peera v. Costco

Santa Clara County Case No. 22CV398102

I, MARIELA NERY, declare:

I am over the age of eighteen (18) years and not a party to the within entitled action. I am employed by Ford, Walker, Haggerty & Behar, LLP. My business address is 16450 Los Gatos Blvd., Suite 110, Los Gatos, California 95032. I am readily familiar with the firm's practice for collection and processing of documents for delivery by way of the service indicated below.

On **SEPTEMBER 12, 2022**, I served the following document(s):

CASE MANAGEMENT STATEMENT DATED 9/12/22

on the interested party(ies) in this action as follows:

☒ **BY E-MAIL:** By agreement of the parties to accept service by electronic transmission, I caused the document(s) to be sent from email address mnery@fwhb.com to the persons at the electronic notification addresses shown below.

Jordan D. Johnson
Harris Personal Injury Lawyers, Inc.
55 S. Market Street, Suite 1010
San Jose, CA 95113
EMAIL: jordan@harrispersonalinjury.com

Attorneys for Plaintiff
VIRGINIA PEERA

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed on **SEPTEMBER 12, 2022**, at Los Gatos, California.

Mariela Nery

MARIELA NERY

ATTORNEY OR PARTY WITHOUT ATTORNEY: STATE BAR NUMBER: 123273 NAME: Arthur J. Casey FIRM NAME: FORD, WALKER, HAGGERTY & BEHAR, LLP STREET ADDRESS: 16450 Los Gatos Boulevard, Suite 110 CITY: Los Gatos STATE: CA ZIP CODE: 95032 TELEPHONE NO.: (408) 660-3153 FAX NO.: (408) 660-3105 EMAIL ADDRESS: acasey@fwhb.com ATTORNEY FOR (name): Defendant COSTCO WHOLESALE CORPORATION		Electronically Filed by Superior Court of CA, County of Santa Clara, on 9/12/2022 4:20 PM Reviewed By: R. Burciaga Case #22CV398102 Envelope: 9942377
SUPERIOR COURT OF CALIFORNIA, COUNTY OF SANTA CLARA STREET ADDRESS: 191 North First Street MAILING ADDRESS: CITY AND ZIP CODE: San Jose, CA 95113 BRANCH NAME:		
PLAINTIFF/PETITIONER: VIRGINIA PEERA, an individual DEFENDANT/RESPONDENT: COSTCO WHOLESALE CORPORATION OTHER CASE NAME:		
NOTICE OF REMOTE APPEARANCE		CASE NUMBER: 22CV398102

You must use this form to tell the court you intend to appear remotely in a civil case, unless the court's website describes an online process for giving notice. You may also use it to give the required notice to all other parties in the case. (Do not use this form in a juvenile dependency proceeding.)

Check the court's website for information about how to appear remotely, including the departments and types of cases or proceedings that allow remote appearances and ways to appear remotely in their departments for such appearances.

See page 3 of this form for more information, including deadlines for giving notice and for opposing a remote appearance if this notice is for an evidentiary hearing or trial.

A person appearing remotely should conduct themselves as though appearing in court in person.

1. The person who intends to appear remotely is (*check and complete all that apply*):

- ☐ Plaintiff/Petitioner (*name*):
☐ Attorney for Plaintiff/Petitioner (*name*):
☐ Defendant/Respondent (*name*):
☒ Attorney for Defendant/Respondent (*name*): Arthur J. Casey
☐ Other (*name and role in case*):

2. The person or persons in 1 intends to appear remotely (*check one*):

- a. ☐ Throughout the case.
 b. ☒ At the proceeding described below, including on any later dates if the proceeding is continued (*describe*):
 Type of proceeding: Case Management Conference
 Set on (*date*): SEPTEMBER 27, 2022 at (*time*): 3:00 p.m. in (*department*): 20
 Before (*name of judicial officer, if known*):

3. The person intends to appear by (*check court's website for method that may be used*):

- ☐ Videoconference ☒ Audio only (including telephone)

4. ☐ For evidentiary hearing or trial only (where testimony may be given): the party requests the following additional aspects of the proceeding be conducted remotely (*describe what the party wants to be done remotely and why; attach form MC-25 if more space is needed*):

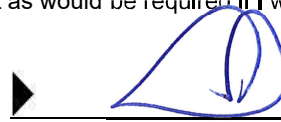
PLAINTIFF: VIRGINIA PEERA, an individual DEFENDANT: COSTCO WHOLESALE CORPORATION	CASE NUMBER: 22CV398102
---	----------------------------

5. ☒ I agree to keep the proceeding confidential to the same extent as would be required if I were appearing in person.

Date: September 12, 2022

Arthur J. Casey

(TYPE OR PRINT NAME)



(SIGNATURE)

Notice to Other Parties

Anyone intending to appear remotely must provide notice to all other parties by the deadlines stated in Cal. Rules of Court, rule 3.672, and described on the next page. Notice may be provided orally, electronically, or by giving the other parties this form in a way to ensure it is received by the applicable deadline. The party must tell the court this was done either by filing a proof of service (this may be done on forms POS-040 or POS-050 for electronic service) or by completing and signing the declaration below.

Declaration of Notice

I gave notice that I intend to appear remotely to the other parties or persons entitled to receive notice in this case as stated below.
Complete one item below for each person notice was given to, and enter one of the following options for "Method of notice" in c.

- **Mail:** By mailing them a copy of this form (write the mailing address in d.)
- **Overnight delivery:** By having a copy of this form delivered overnight (write the delivery address in d.)
- **Electronic notice:** By e-mail or text message (write the e-mail or phone number in d.)
- **Phone:** By telling them over the telephone or leaving them voice mail (write the phone number in d.), or
- **In person:** By giving them a copy of this form in person, or by telling them orally in person (write the address in d.)

- | | |
|---|--|
| <p>1. <input type="checkbox"/> Plaintiff/Petitioner</p> <p>a. Name:</p> <p>b. Date of notice:</p> <p>c. Method of notice:</p> <p>d. Address (mailing, in-person, or email) or phone number:</p> | <p>2. <input checked="" type="checkbox"/> Attorney for: Plaintiff VIRGINIA PEERA</p> <p>a. Name: Jordan D. Johnson, Esq.</p> <p>b. Date of notice: September 12, 2022</p> <p>c. Method of notice: E-MAIL</p> <p>d. Address (mailing, in-person, or email) or phone number: jordan@harrispersonalinjury.com</p> |
| <p>3. <input type="checkbox"/> Defendant/Respondent</p> <p>a. Name:</p> <p>b. Date of notice:</p> <p>c. Method of notice:</p> <p>d. Address (mailing, in-person, or email) or phone number:</p> | <p>4. <input type="checkbox"/> Attorney for:</p> <p>a. Name:</p> <p>b. Date of notice:</p> <p>c. Method of notice:</p> <p>d. Address (mailing, in-person, or email) phone number:</p> |
| <p>5. <input type="checkbox"/> Other (specify):</p> <p>a. Name:</p> <p>b. Date of notice:</p> <p>c. Method of notice:</p> <p>d. Address (mailing, in-person, or email) or phone number:</p> | <p>6. <input type="checkbox"/> Attorney for:</p> <p>a. Name:</p> <p>b. Date of notice:</p> <p>c. Method of notice:</p> <p>d. Address (mailing, in-person, or email) phone number:</p> |
| <p>7. <input type="checkbox"/> Other (specify):</p> <p>a. Name:</p> <p>b. Date of notice:</p> <p>c. Method of notice:</p> <p>d. Address (mailing, in-person, or email) or phone number:</p> | <p>7. <input type="checkbox"/> Other (specify):</p> <p>a. Name:</p> <p>b. Date of notice:</p> <p>c. Method of notice:</p> <p>d. Address (mailing, in-person, or email) or phone number:</p> |

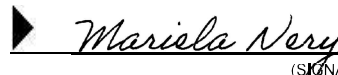
☐ If more people were given notice, check here, attach form MC-025, titled as Attachment Notice, and add the information about how and when notice was given to each person.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Date: September 12, 2022

MARIELA NERY

(TYPE OR PRINT NAME)



(SIGNATURE)

Instructions for Giving Notice of Remote Appearance

(This page does not need to be filed.)

1. Court online procedures. Before using this form, check the court's website to see if that court has an online procedure for providing notice to the court of your intent to appear remotely instead. You can find a link to the website for each court at: <https://www.courts.ca.gov/find-my-court.htm>.

2. How to use this form. This form is intended for use in civil cases only (any cases not criminal or petitions for habeas corpus, other than petitions under Welf. & Inst. Code, § 5000 et seq.), to provide written notice of intent to appear remotely, to a court and the parties, as described in Code of Civil Procedure section 367.75. It is not needed in juvenile dependency hearings.

Check the court's website to determine how remote appearances work in that court before completing this form. If the court does not have an online procedure for giving notice to the court of intent to appear remotely, complete and file this form to give the court notice. If you intend to appear remotely throughout the case, you only need to file it once (check item 2a).

3. Notice to others. You may also use this form to show that you gave notice to other parties. You must give notice of your intent to appear remotely to all parties and other persons who are entitled to notice of the proceeding. (If you checked item 2a, you only need to give notice once. Otherwise, give notice to the court and others before each proceeding you intend to appear at remotely.) You can describe how and when you gave notice in the Declaration of Notice on page 2, or by filing a proof of service with the court.

4. When to file and give notice to others.

California Rules of Court, rule 3.672(g) and (h) state the deadlines by which you have to give notice of intent to appear remotely to the other parties and the court. (You can give notice earlier.) There are different deadlines :

For motions and proceedings in which people cannot testify

If a party gives or receives *at least 3 court days' notice* of the proceeding (including all regularly noticed motions):

- At least 2 court days before the proceeding.

If a party gives or receives *less than 3 court days' notice* of the proceeding (including ex parte applications):

- With the moving papers, if the notice to appear remotely is by the party that is asking for the hearing; or
- By 2 p.m. the court day before the hearing if the notice to appear remotely is by any other party.

Note: If a party misses these deadlines, they may still ask the court for permission to appear remotely.

For trials, including small claims trials, and hearings in which people may testify (evidentiary hearings)

If a party gives or receives *at least 15 court days' notice* of a trial or hearing date, and for all small claims trials:

- At least 10 court days before the trial or hearing date.

If a party gives or receives *less than 15 days' notice* of the trial or hearing (including hearings on protective orders):

- With the moving papers or at least 5 court days before the hearing, if the notice to appear remotely is by the party that is asking for the hearing; or
- By 2 p.m. the court day before the hearing if the notice to appear remotely is by any other party.

Note: If a party misses these deadlines, they may still ask the court for permission to appear remotely.

5. Opposition to remote appearances at trial or evidentiary hearing. If a party or witness has given notice of intent to appear remotely at a trial or evidentiary hearing (hearing at which people may testify), other parties in the action may oppose the remote appearance by filing *Opposition to Remote Proceeding at Evidentiary Hearing or Trial* (form RA-015). The opposition must be served on parties and other persons entitled to receive notice of the proceedings, by the deadlines summarized on that form. (Cal. Rules of Court, rule 3.672(h)(3).)

6. In-person appearance. A court may require any person to appear in person instead of remotely. (Code Civ. Proc., § 367.75(b).)

7. Recordings. No person may record a proceeding without first getting approval from the judge. (Cal. Rules of Court, rule 1.150(c).)

8. Accommodations for disability. If a party needs an accommodation for a disability, use form MC-410, *Disability Accommodations Request*, to tell the court about their needs. See form MC-410-INFO for more information.

9. Request for interpreter. If a party does not speak English well, ask the court clerk as soon as possible for a court-provided interpreter. Form INT-300, *Request for an Interpreter*, or a local court form may be used to request an interpreter. If no court interpreter is available, it may be necessary to reschedule the hearing or trial.

ATTORNEY OR PARTY WITHOUT ATTORNEY: STATE BAR NO.: 123273 NAME: ARTHUR J. CASEY FIRM NAME: FORD, WALKER, HAGGERTY & BEHAR, LLP STREET ADDRESS: 16450 Los Gatos Blvd., Suite 110 CITY: Los Gatos STATE: CA ZIP CODE: 95032 TELEPHONE NO.: (408) 660-3102 FAX NO.: (408) 660-3105 E-MAIL ADDRESS: acasey@fwhb.com ATTORNEY FOR (name): Defendant COSTCO WHOLESALE CORPORATION	FOR COURT USE ONLY on 9/12/2022 4:20 PM Reviewed By: R. Burciaga Case #22CV398102 Envelope: 9942377
SUPERIOR COURT OF CALIFORNIA, COUNTY OF SANTA CLARA STREET ADDRESS: 191 North First Street MAILING ADDRESS: CITY AND ZIP CODE: San Jose, CA 95113 BRANCH NAME:	
PLAINTIFF/PETITIONER: VIRGINIA PEERA, an individual DEFENDANT/RESPONDENT: COSTCO WHOLESALE CORPORATION OTHER:	CASE NUMBER: 22CV398102 JUDICIAL OFFICER: Judge Socrates Manoukian
PROPOSED ORDER (COVER SHEET)	DEPT: 20

NOTE: This cover sheet is to be used to electronically file and submit to the court a proposed order. The proposed order sent electronically to the court must be in PDF format and must be attached to this cover sheet. In addition, a version of the proposed order in an editable word-processing format must be sent to the court at the same time as this cover sheet and the attached proposed order in PDF format are filed.

1. Name of the party submitting the proposed order:
Defendant COSTCO WHOLESALE CORPORATION
2. Title of the proposed order:
STIPULATED PROTECTIVE ORDER
3. The proceeding to which the proposed order relates is:
 - a. Description of proceeding:
 - b. Date and time:
 - c. Place:
4. The proposed order was served on the other parties in the case.

Arthur J. Casey

(TYPE OR PRINT NAME)

(SIGNATURE OF PARTY OR ATTORNEY)

CASE NAME: Peera vs. Costco	CASE NUMBER: 22CV398102
--------------------------------	----------------------------

**PROOF OF ELECTRONIC SERVICE
PROPOSED ORDER**

1. I am at least 18 years old and **not a party to this action.**

a. My residence or business address is (*specify*):

FORD, WALKER, HAGGERTY & BEHAR, LLP - 16450 Los Gatos Blvd., Suite 110, Los Gatos, CA 95032

b. My electronic service address is (*specify*): mnery@fwhb.com

2. I electronically served the *Proposed Order (Cover Sheet)* with a proposed order in PDF format attached, and a proposed order in an editable word-processing format as follows:

a. On (*name of person served*) (*If the person served is an attorney, the party or parties represented should also be stated.*):

Jordan D. Johnson - Harris Personal Injury Lawyers, Inc. - Attorney for Plaintiff VIRGINIA PEERA

b. To (*electronic service address of person served*): jordan@harrispersonalinjury.com

c. On (*date*): September 12, 2022

☒ Electronic service of the *Proposed Order (Cover Sheet)* with the attached proposed order in PDF format and service of the proposed order in an editable word-processing format on additional persons are described in an attachment.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Date: September 12, 2022

MARIELA NERY

(TYPE OR PRINT NAME OF DECLARANT)



Mariela Nery

(SIGNATURE OF DECLARANT)

1 ARTHUR J. CASEY [SBN 123273]
FORD, WALKER, HAGGERTY & BEHAR, LLP
2 16450 Los Gatos Blvd., Suite 110
Los Gatos, CA 95032
3 Tel: (408) 660-3102
Fax: (408) 660-3105
4 Email: acasey@fwhb.com

5 Attorneys for Defendant
COSTCO WHOLESALE CORPORATION
6
7

8 SUPERIOR COURT OF THE STATE OF CALIFORNIA
9 COUNTY OF SANTA CLARA
10

11 VIRGINIA PEERA, an individual,
12 Plaintiff,
13 vs.

Case No. 22CV398102

STIPULATED PROTECTIVE ORDER

14 COSTCO WHOLESALE CORPORATION, a
business entity; and DOES 1 through 20,
15 Inclusive,
16 Defendants.

17
18
19 **CONFIDENTIALITY AGREEMENT AND PROTECTIVE ORDER**
20

21 WHEREAS, plaintiff Virginia Peera (hereafter, "Plaintiff") seeks discovery of
22 confidential, proprietary and trade secret documents and information from Costco Wholesale
23 Corp. ("Costco") regarding Costco's policies, practices and procedures ("Confidential
24 Information");

25 WHEREAS, Costco requires protection against the unrestricted disclosure and use of such
26 Confidential Information; and

27 WHEREAS, the parties agree that good cause exists for the entry of the foregoing Agreed
28 Confidentiality and Protective Order;

1 THEREFORE, it is agreed that:

2 1. This Confidentiality Agreement shall govern all Confidential Information revealed
3 in the above-referenced lawsuit, whether the Confidential Information is contained in documents
4 produced, answers to interrogatories, deposition testimony, and/or any other oral or written
5 responses to discovery conducted in this matter, whether it is revealed by Costco or any other
6 party or third-party.

7 2. A party shall indicate that information is Confidential Information hereunder by
8 producing a copy bearing a stamp or label signifying that it is "Confidential." In the case of
9 testimony or any other oral information, it shall be sufficient for a party to state that the
10 Confidential Information is confidential pursuant to this Agreement at the time such testimony or
11 oral information is given or conveyed. Alternatively, a party may designate testimony as
12 Confidential hereunder by marking the transcript containing Confidential Information with the
13 word "Confidential" within thirty days (30) days of receipt of the transcript of said testimony. In
14 the event any party creates a computer database, disk, compact disk, drive, digital or other
15 electronic record containing Confidential Information, the party creating such an electronic record
16 shall mark the case or envelope containing the material with the word "Confidential." Documents
17 printed from such electronic media shall be marked the same as documents originally produced on
18 paper and shall be accorded the same status of confidentiality as the underlying Confidential
19 Information from which they are made and shall be subject to all of the terms of this Agreement.

20 3. Confidential Information obtained by or produced to any party shall be held in
21 confidence and revealed only to the named parties in the above-captioned matter, counsel of
22 record, paralegals and secretarial employees under counsels' direct supervision, the parties
23 themselves for purposes of deposition, the Court and court staff, court reporters, and such persons
24 as are employed by the parties or their counsel to act as experts, investigators or consultants in this
25 case. All Confidential Information must be maintained in counsels' office, with the exception of
26 documents and/or information provided to individuals employed to act as experts in this case. The
27 parties shall take all steps reasonably necessary to see that no person shall use, disclose, copy or
28 record Confidential Information for any purpose other than the preparation or conduct of this case.

1 4. All Confidential Information shall be used solely for the purpose of maintaining the
2 present litigation, including any appeals or retrials, and not for any other purpose(s) or any other
3 litigation. Under no circumstances shall Confidential Information be disclosed to anyone other
4 than the persons designated above, and the parties shall not disclose such Confidential Information
5 to any undesignated person during or after the termination of this litigation. Moreover, no
6 Confidential Information shall be disclosed to a competitor (direct or indirect) of Costco, whether
7 for the purposes of this litigation or otherwise.

8 5. Before any Confidential Information is disseminated or disclosed to any of the
9 above-designated persons, such person shall (a) read this Confidentiality Agreement in its entirety;
10 and, (b) agree to all provisions of this Confidentiality Agreement.

11 6. All depositions, pleadings, reports, notes, lists, memoranda, indices, compilations,
12 electronically stored information, and records in which Confidential Information is discussed,
13 documented or referred to shall themselves be deemed Confidential Information and shall be
14 subject to this Agreement. Should a party use any Confidential Information in any pleading filed
15 with the Court, that party shall, at the time of filing, request that the court impound the specific
16 portion of the pleading containing the Confidential Information.

17 7. Upon final termination of this litigation, each person subject to this Confidentiality
18 Agreement shall return all Confidential Information to counsel for Costco within thirty (30) days
19 after the final disposition of this matter. Documents that contain notations of counsel may be
20 destroyed rather than returned, but it shall be the responsibility of counsel to ensure the documents
21 are destroyed.

22 8. The disclosure of any Confidential Information by Costco shall not serve to waive
23 any of the protections provided by this Confidentiality Agreement with respect to any other
24 Confidential Information.

25 9. No person who has received Confidential Information shall seek to vacate or
26 otherwise modify this Agreement at any time. This Agreement shall not be abrogated, modified,
27 amended, or enlarged except by stipulation and agreement of the parties or by the Court with
28 notice given to each of the parties.

1 10. Nothing in this Confidentiality Agreement shall restrict a party's right to object to
2 the disclosure of documents or information otherwise objectionable, protected or privileged
3 pursuant to the California Code of Civil Procedure, all other applicable law, other than
4 confidentiality, or to seek an agreement preventing disclosure or limiting the discovery of
5 Confidential Information, or to seek an agreement preventing disclosure or limiting the discovery
6 of information or material that is objectionable on other grounds, regardless of whether or not such
7 material may also constitute Confidential Information pursuant to this Confidentiality Agreement.
8 This parties shall take reasonable steps necessary to have the Court enter an order consistent with
9 the terms of this Confidentiality Agreement.

10 11. Nothing contained herein shall restrict the presentation of any evidence, including
11 Confidential Information, to a jury or the Court at trial. However, such presentation shall not
12 constitute a waiver of any restrictions provided for in this Order and the parties agree to take
13 reasonable steps to maintain the confidentiality of any Confidential Information at trial of this
14 matter in such a manner and until such time as the Court may direct and/or as the parties may
15 otherwise agree. Before any such presentation of Confidential Information, the receiving party
16 shall provide Costco with appropriate notice so that Costco may have the opportunity to lodge
17 appropriate objections or seek the Court's direction to prevent disclosure of the Confidential
18 Information and/or move for appropriate confidential treatment of the materials at trial.

19 12. The terms of this Agreement shall remain fully active until released by written
20 consent of Costco. The Court shall retain jurisdiction over the parties, this Agreement, and
21 recipients of confidential documents, materials, and/or information for the sole purpose of
22 enforcing this Agreement and adjudicating claims of breaches thereof and administering damages
23 and other remedies related thereto. The provisions of this Agreement shall continue to be binding
24 as to the confidential documents, materials, and/or information produced pursuant to it.

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1 13. This Stipulation and Order may be executed in one or more counterparts, and
2 facsimile signatures are deemed to constitute originals for purposes of this Stipulation.

3 Dated: 09/12/2022

FORD, WALKER, HAGGERTY & BEHAR

4
5 By: 

6 ARTHUR J. CASEY

7 Attorneys for Defendants COSTCO
8 WHOLESALE CORPORATION and COSTCO
MEMBERSHIP, INC.

9 Dated: 09/08/2022

HARRIS PERSONAL INJURY LAWYERS

10
11 By: 

12 JORDAN D. JOHNSON

13 Attorneys for Plaintiff VIRGINIA PEERA
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ORDER

It is hereby ordered that pursuant to the stipulation of the parties by and through their counsel that a protective order consistent with the terms agreed to by the parties above is issued in the above-entitled action.

IT IS SO ORDERED.

Date: _____

The Honorable Judge of the Superior Court

PROOF OF SERVICE

Peera v. Costco

Santa Clara County Case No. 22CV398102

I, MARIELA NERY, declare:

I am over the age of eighteen (18) years and not a party to the within entitled action. I am employed by Ford, Walker, Haggerty & Behar, LLP. My business address is 16450 Los Gatos Blvd., Suite 110, Los Gatos, California 95032. I am readily familiar with the firm's practice for collection and processing of documents for delivery by way of the service indicated below.

On **SEPTEMBER 12, 2022**, I served the following document(s):

STIPULATED PROTECTIVE ORDER

on the interested party(ies) in this action as follows:

☒ **BY E-MAIL:** By agreement of the parties to accept service by electronic transmission, I caused the document(s) to be sent from email address mnery@fwhb.com to the persons at the electronic notification addresses shown below.

Jordan D. Johnson
Harris Personal Injury Lawyers, Inc.
55 S. Market Street, Suite 1010
San Jose, CA 95113
EMAIL: jordan@harrispersonalinjury.com

Attorneys for Plaintiff
VIRGINIA PEERA

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed on **SEPTEMBER 12, 2022**, at Los Gatos, California.

Mariela Nery

MARIELA NERY